

KOLAR DISTRICT.

Notification dated 20th July 1934.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Kolar District, up to 2 P.M. on the 20th August 1934, for the purchase of the exclusive right of collecting the following Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations for the period from the date of confirmation to 30th June 1936 in the following Taluks of the District.

Name of Taluk	Description of produce	Remarks
Mulbagal ..	Seethapal Marady and other M. F. P.	(a) Excludes the produce of inam, jodi, kayam-gutta, sarvamanya, kandayam and other lands, which are in the occupancy of private individuals, as well as Amarayi which is sold separately by the Revenue Department. Village Amarayi consist of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes (1) Hunse, (2) Mavu, (3) Seege, (4) Cocoonut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali, (9) Honge seeds and leaves and (10) Byala.
Goribidnur ..	Tamarind, Seethapal Marady and other M. F. P.	
Bowringpet ..	Tamarind and Seethapal Marady and other M. F. P.	

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of other M. F. P.

Seege kayi	Antavaladakai	Bende fibre
Gum	Guricharlu	Wild olive
Honey	Wild castor seeds in (State Forests only).	Silk cotton
Bees-wax	Kan pepper	Kirichal (State Forests only)
Kapilarang	Kan cardamom	Bendu do
Gerubija or marking nut	Marsani buds	Linseeds
Wood apple	Halmaddi	Bolar bark
Lichens	Hulgal seeds	Pot stone
Horns	Cinnamon seeds	Rampatre or kanpatre
Hides	Vetehuli	Jungle saffron
Tarikayi	Chikadabija	Patanga
Kanchagache	Nim seeds	Bones
Maddi	Hippe seeds	Chagachebija
Gujjagala	Makliberu (State Forests only).	Cashewnut
Pappalichakke	Somechekke	Mango fruits
Kalluhuvu	Nili seeds	Sogadeberu
Kakkekayi		Lebi fruit
Inglara		Nox-Vomica
Gallnut		

Remarks.—The tamarind, seethapal and maradi seeds of the above taluks will be sold as independent items.

1. Each taluk should be tendered separately mentioning therein as to whether the tender is for any of the three independent items referred to in the remarks above or for the scheduled Minor Forest Produce.

2. Tenders of defaulters on account of previous leases and those not in accordance with the rule 3 will be summarily rejected.

Note.—In the case of taluks where the Minor Forest Produce revenue may not fetch more than Rs. 200, a sum of Rs. 50 only should accompany the tender.

3. Each tender must be accompanied by a certificate from the Amildar of the taluk in which he resides in the form prescribed by Government in regard to his solvency and its extent or an

exchange certificate provided in clause 6 and also a sum of Rs. 200 as earnest money. Covers containing the tenders should be addressed to the District Forest Officer, Kolar District and should be duly registered, insured and superscribed "Tenders for the lease of collecting Minor Forest Produce, etc."

4. The name and address of the tenderer must be clearly and fully given.

5. Tenders will be opened by the District Forest Officer, in the District Forest Office, at 2 P.M. on the 20th August 1934, in the presence of such of the tenderers as may be present.

6. The successful tenderer shall deliver his solvency certificate to the officer conducting the sale and get in exchange if he so desires a certificate signed by the latter which will be a sufficient authority for him to tender for the lease in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the successful tenderer obtaining in lieu thereof if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful tenderers will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest tenderer subject to the confirmation of the Chief Conservator of Forests in Mysore, Bangalore, or the District Forest Officer as the case may be who at his discretion may accept or reject the highest or any other tender without assigning any reason therefor.

8. Within three days of the receipt of notice of acceptance of the tender, the successful tenderer shall credit into the Government Treasury, one-half of the total sale amount including the deposit already made together with the local, education and railway cesses, at Re. 0-1-0, 0-0-6, 0-0-3, respectively. In default, the acceptance of the tender will be cancelled, the deposit forfeited and the right resold. Such resales will be at the risk of the defaulting tenderer who will be liable to make good any loss that may result to Government thereby but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful tenderer shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of three-fourths of the sale amount will be paid in three equal instalments as follows:—

First Khist	on or before	1st November 1934.
Second	do	1st March 1935.
Third	do	1st July 1935.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Forest Regulation or any other law in force for the time being.

Interest at 9 per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Further conditions to be entered in the agreement are:—

- The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.
- The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.
- The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

- (d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.
- (e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspectors, respectively.
- (f) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.
- (g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the transport of the produce under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—Forest Forms 84 and 85 shall be used.

- (h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of the fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation irrespective of any action that may be taken under the contract.
- (i) The lessee or sub-lessee shall remove out of the limits of the Taluk before the 30th June 1936 all the produce collected and stored under the terms of the lease.
- (j) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.
- (k) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.
- (l) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.
- (m) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the Village Amarayi as detailed in para 1 above.
- (n) No damage will be caused to the trees while collecting the Minor Forest Produce; any such damage will be assessed by the Range Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.
- (o) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both. These penalties will be enforced at the discretion of the District Forest Officer or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the tenderer who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

S. VENKATAVARADIENGAR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 17th July 1934.

It is hereby notified for general information that sealed tenders for the carting of Balgi Poles from Agumbe Range to the Creosoting Plant, Bhadravati or the Shimoga Timber Depôt and for the felling, dressing and carting of the same kind of poles from the Kilandur Forest to the Shimoga Depôt during the year 1934-35 will be received by the undersigned till 2 P.M. of 6th September 1934. For particulars, please refer to the detailed notification published on pages 946-947 of the *Mysore Gazette*, dated the 26th July 1934.